

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

JASON HARTMAN,

Plaintiff,

v.

UNITED STATES OF AMERICA, et al.,

Defendants.

No. 2:20-cv-01492-DC-SCR

ORDER GRANTING DEFENDANT CLINT
MOFFITT'S MOTION FOR A
DETERMINATION OF GOOD FAITH
SETTLEMENT

(Doc. Nos. 71, 74)

This matter is before the court on the unopposed motion for a determination of good faith settlement filed by Defendant Clint Moffitt on September 26, 2024.¹ (Doc. No. 74.) Specifically, during an official mediation with a retired judge, Defendant Moffitt and Plaintiff reached a settlement in this personal injury tort action that provides for Defendant Moffitt to pay \$100,000 to Plaintiff in exchange for a release of any and all claims pertaining to Plaintiff's economic and non-economic damages (alleged to be approximately \$400,000), with both parties bearing their respective attorneys' fees and costs. (*Id.* at 3, 7.) Defendant Moffitt therefore seeks a court order determining that his settlement with Plaintiff was entered into in good faith in accordance with section 877.6 of the California Code of Civil Procedure and that all claims brought against him in

¹ Defendant Moffitt filed a defective application for a determination of good faith settlement on September 13, 2024 (Doc. No. 71), which led the court to order Defendant Moffitt to re-file his motion in compliance with the Local Rules (Doc. No. 73).

1 this action be dismissed. (*Id.* at 7–8.) The other two remaining defendants, Defendant United
 2 States of America and Defendant County of Butte, each filed notice of non-opposition to the
 3 pending motion. (Doc. Nos. 76, 78.) On October 28, 2024, Plaintiff filed a notice to notify the
 4 court that all parties are unopposed to the granting of Defendant Moffitt’s motion for a
 5 determination of good faith settlement. (Doc. No. 80.)

6 Sections 877 and 877.6 of the California Code of Civil Procedure² provide that in a case
 7 with two or more joint tortfeasors, a tortfeasor may enter into a good faith settlement to discharge
 8 their liability in that case and bar future claims. *See Zahnleuter v. Lenhart*, No. 2:20-cv-02492-
 9 KJM-KJN, 2023 WL 2899255, at *1 (E.D. Cal. Mar. 6, 2023) (“Under California Code of Civil
 10 Procedure sections 877 and 877.6, a court may discharge a settling party from future liability in a
 11 case “in which it is alleged that two or more parties are joint tortfeasors.”) (citing Cal. Civ. Proc.
 12 Code § 877.6(a)(1)). Specifically, “[a] determination by the court that the settlement was made in
 13 good faith shall bar any other joint tortfeasor or co-obligor from any further claims against the
 14 settling tortfeasor or co-obligor for equitable comparative contribution, or partial or comparative
 15 indemnity, based on comparative negligence or comparative fault.” Cal. Civ. Proc. Code
 16 § 877.6(c).

17 For the purposes of this statute, a settlement is made in good faith if it is within a
 18 “reasonable range” of the settling tortfeasor’s proportionate share of liability to the plaintiff.
 19 *Tech-Bilt, Inc. v. Woodward-Clyde & Assocs.*, 38 Cal. 3d 488, 499 (1985). In *Tech-Bilt*, the
 20 California Supreme Court adopted the “reasonable range” test and outlined several factors that
 21 courts must consider when an application for a determination of a good faith settlement is
 22 contested. *Id.* at 492–502. However, when an application for a good faith settlement
 23 determination is not opposed, both California and federal district courts “have found

24
 25 ² The operative first amended complaint alleges that the court has supplemental jurisdiction over
 26 Plaintiff’s sole claim brought against Defendant Moffitt for premises liability negligence under
 27 California law. (Doc. No. 48 at ¶¶ 2, 43–53.) “When a district court sits in diversity, or hears state
 28 law claims based on supplemental jurisdiction, the court applies state substantive law to the state
 law claims.” *Mason & Dixon Intermodal, Inc. v. Lapmaster Int’l LLC*, 632 F.3d 1056, 1060 (9th
 Cir. 2011). In the Ninth Circuit, “California Code of Civil Procedure section 877 constitutes
 substantive law.” (*Id.*)

1 consideration of [the *Tech-Bilt*] factors unnecessary.” *Spitzer v. Aljoe*, No. 13-cv-05442-MEJ,
2 2015 WL 6828133, at *4 (N.D. Cal. Nov. 6, 2015) (collecting cases); *see also City of Grand*
3 *Terrace v. Superior Ct.*, 192 Cal. App. 3d 1251, 1261 (1987).

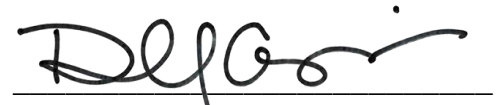
4 As noted above, the only remaining defendants in this case and Plaintiff have all notified
5 the court that they do not oppose Defendant Moffitt’s motion for a determination that his
6 settlement with Plaintiff was made in good faith. Thus, the court need not consider the *Tech-Bilt*
7 factors. The court has nonetheless reviewed Defendant Moffitt’s supporting memorandum as well
8 as the declaration of his attorney Kimberly Black, and finds that his settlement with Plaintiff was
9 made in good faith. Therefore, the court will grant Defendant Moffitt’s pending motion for
10 determination of a good faith settlement.

11 Accordingly:

- 12 1. Defendant Clint Moffitt’s motion for a determination of a good faith settlement
13 (Doc. Nos. 71, 74) is granted; and
- 14 2. The parties shall file dispositional documents as to Plaintiff’s claims against
15 Defendant Clint Moffitt by no later than fourteen (14) days from the date of entry
16 of this order.

17
18 IT IS SO ORDERED.

19 Dated: **October 30, 2024**


Dena Coggins
United States District Judge